Terms of Sale.

1. The highest bidder for each mule should pay the full sale amount as soon as the sale is closed. If he fails to do so the mule will be resold at his risk.

2. The bidder of the first sale will then be liable to make good to Government any loss which may result from the resale. But he will have no right to any excess amount that may be realised in the resale.

3. All amounts due to Government from the highest bidders will be recovered as arrears of land revenue.

4. For all money paid, proper receipts should be obtained from the sale conducting officer.

5. The successful bidder should take possession of the animals within three days after the effect of sale.

3333 C. R. S. MURTHY, Capt.
For *Chief Commandant.*

OFFICE OF THE SUPERINTENDENT, GOVERNMENT GARDENS IN MYSORE, LAL-BAGH, BANGALORE.

Notice dated 1st November 1947.

It is hereby notified that the Tamarind, Jack, Komarac, Hongey, etc., standing crops in the following gardens will be sold by public auction at Lal-Bagh Garden at 9 A.M. on 17th November 1947.

1 Lal-Bagh	6 Central College
2 Cubbon Park	7 Central College Hostel
3 Kumara Park	8 Intermediate College
4 Senior Surgeon's Office	9 Vaccine Institute
5 Ladies Club	10 Engineering College

Terms of sale are as follows :—

1. Each bidder may be required on demand to deposit a sum of Rs. 10 as earnest money before he is permitted to bid; the amount will be returned to him at the close of the sale if his bid be not accepted.

2. The highest bidder, who is the purchaser, should, on the spot, deposit 50 per cent of the amount due by him and pay up the balance within a week. In default thereof, the crops will be resold at his risk without his participating in any profit that may accrue.

3. The removal of the crops will not be permitted before full payment is made for the same.

4. All sales held by the subordinate officials in charge are subject to the confirmation of the Superintendent, Government Gardens and Parks in Mysore, who reserves the right of accepting or rejecting any bid without assigning any reason therefor.

5. After the removal of the crop, the purchaser should keep the place clean. Any damage done to Government property should be made good by him.

6. Each bidder should see the plants before the auction and satisfy himself and any complaints received thereafter regarding the crop will not be entertained.

7. No complaints regarding crops, etc., by the purchaser will be considered.

8. The decision of the Superintendent, Government Gardens and Parks in Mysore, Bangalore, shall be final and legally binding in all matters.

3455 K. NANJAPPA, *Supdt.*

OFFICE OF THE GENERAL MANAGER, ELECTRO-PORCELAIN SECTION, GOVERNMENT PORCELAIN FACTORY, MALLESWARAM POST, BANGALORE.

Notification dated 31st October 1947.

To

All the Transport Companies and Carting Contractors.

Dear Sirs,

Subject:—(1) Transport of 1,500 tons of clay from Arjuna Bettahalli mines (Gollahalli) (2) 500 tons of Hole-Narasipur Felspar from Yeswantpur Railway Station to Government Porcelain Factory, (3) Transport of 400 tons of quartz from Peenya near Yeswantpur to the Factory.

Sealed tenders are invited for the transport of nearly 1,500 tons of Gollahalli clay and 500 tons of Hole Narasipur Felspar from Yeswantpur Railway Station and 400 tons of Peenya quartz from Peenya mines respectively for 1 year from January 1948 so as to reach the undersigned by 11 A.M on *4th December* 1947 (*Thursday*).

The tenders should be accompanied by an earnest money of Rs. 20.

The tender is subject to the following conditions :—

(1) The accepted tender will be in force till the end of December 1948.

(2) The tonnage given above is only approximate and in practice it may be a little more or less.

(3) *Mode of transport* :—Transport may be made by cart or lorry according to the convenience of the tenderer. The factory lorry will not be loaned. The transport may also be done by rail from Gollahalli or the railway station nearby, to Yeswantpur railway station and by lorry or carts to the railway station and from railway station to factory.

(4) a. *Weighing and stacking*:—The clay transported should be stacked by the contractor's men in the factory premises and payment will be on the basis of 31 C.ft. to 1 ton.

b. As regards quartz, the tenderer should ply the loaded vehicle on the weigh bridge at the factory and stack the material in the place shown with his own labour and should accept the weight as recorded by the weigh bridge as final, subject to such deductions as may be deemed necessary by the General Manager, in the event of any discrepancy coming to his notice in the transport and weighment.

c. As regards felspar, the tenderer should accept the procedure adopted for quartz for this also.

(5) *Responsibility for loss* :—The contractor shall take responsibility for the loss of materials entrusted to him for transport unless such loss is proved to the satisfaction of the management, to be beyond his help. The value of loss ascribed to him shall be made good by the contractor and the General Manager shall be entitled to recover the same from any of the bills of the contractor at any stage.

(6) *Time limit* :—The transport should be conducted as and when clay is ready for transport at the mines and felspar arrive at the Railway station at Yeswantpur. The transport should ordinarily be done during factory working days. When transport is done on holidays previous intimation should be given to the undersigned.

(7) *Deposit* :—A sum of Rs. 250 in each case should be deposited in cash by the successful tenderer as security for the satisfactory performance of contract for which an agreement on stamped paper should be executed in respect of each transport contract.

(8) *Payment* :—Bill may be preferred fortnightly. The deposit may be taken back as soon as the work is completed to the satisfaction of the factory.

(9) *Penalty* :—In case of default to complete the work as per terms of contract, such penalty as may be prescribed by the undersigned shall be levied and recovered.

(10) *Disputes* :—In all cases of disputes, the decision of the Director of Industries and Commerce in Mysore, Bangalore, will be final.

(11) The tenderer should rectify damages, if any, to the approach road to the mines at his own cost and inspect the route before submitting the tender.

(12) Each tenderer should send his quotation in a sealed envelope superscribed as "Tender for transport of clay, quartz etc.," and be accompanied by a treasury challan for having remitted Rs. 20 as earnest money to the State Huzur Treasury for credit to the Head of Account "XV A. Industrial Deposits—X Government Porcelain Factory" and sent to the General Manager, Electro-Porcelain Section, Government Porcelain Factory, Malleswaram P. O., Bangalore.

(13) The tenders will be opened on Thursday 4th December 1947 at the Factory office and except that of successful tenderer the earnest money deposits of others will be refunded by cheques by the undersigned.

(14) The factory reserves the right to accept or reject any tender without assigning any reason whatever.

578 N. V. RAGHUNATH,
General Manager.

GOVERNMENT OF MYSORE—ELECTRICAL DEPARTMENT.

OFFICE OF THE CHIEF ELECTRICAL ENGINEER TO THE GOVERNMENT OF MYSORE, BANGALORE.

Notification dated 9th October 1947.

No. G. N. 18. Sealed tenders will be received in the Office of the Chief Electrical Engineer to the Government of Mysore, Bangalore, up to 12 NOON on Monday the 10th November 1947, for Hardware Materials.

Intending tenderers are requested to apply to this office for detailed copies of tender.

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